



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BID 44-11
REPLACEMENT OF STREET
LIGHT EQUIPMENT**

ISSUED BY:

**PURCHASING DIVISION
CITY OF ROCKVILLE, CITY HALL
111 MARYLAND AVENUE
ROCKVILLE, MARYLAND 20850
PHONE: (240) 314-8430
FAX: (240) 314-8439**



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BID 44-11
REPLACEMENT OF STREET LIGHT EQUIPMENT**

SEALED BIDS will be received at the Purchasing Office, City of Rockville, 111 Maryland Avenue, Rockville, Maryland 20850-2364 until **2:00 P.M. TUESDAY, APRIL 19, 2011.** The bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Mayor and Council Chambers at the same address.

PRE-BID CONFERENCE

The City has determined that a pre-bid conference is not necessary.

BID AWARD

Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept.

BID BOND

A certified check or bid bond must accompany bids for five percent (5%) of the amount of the total bid, made payable to the Mayor and Council of Rockville.

AGREEMENT

The successful contractor shall be required to complete a two party standard form of agreement (sample attached).

PERFORMANCE & PAYMENT BONDS

The successful bidder(s) will be required to submit Performance and Payment Bonds in accordance with GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, Section 11, Execution of Bonds.

INSURANCE

The successful contractor shall meet all of the insurance requirements contained within this document. The Contractor shall be required to furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation requirements.

SUBMISSION

All bids must be sealed and labeled on the outside of a sealed container to show the following:

Replacement of Street Light Equipment
Name and address of Offeror
“Bid Number 44-11”
Closing Date

Bids, in duplicate, must include the following:

Bid Proposal Forms
Bid Bond – (1 original only)

All bids are to be addressed and delivered by the date and time specified on the cover to:

Eileen Morris, Purchasing Manager
Purchasing Department
City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

CONTRACTUAL QUESTIONS

Bidding or contractual inquiries should be address to:

Ms. Eileen Morris, Purchasing Manager
Rockville City Hall
111 Maryland Avenue
Rockville, MD 20850
Telephone 240-314-8430
Email: emorris@rockvillemd.gov

DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to Eileen Morris, Purchasing Manager via email at emorris@rockvillemd.gov no later than **2 PM, Wednesday, April 6, 2011**. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondents responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.



**CITY OF ROCKVILLE
MARYLAND**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

2. **PRE-BID MEETING** A pre-bid meeting may be held for the purpose of describing the project and for answering any questions prospective bidders may have. If applicable, time and date will be shown on the bid announcement page.

3. **SUBMISSION OF BID** All bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. Envelope shall be clearly marked with the invitation for bid number. The following forms must be submitted:

- Bid proposal page(s) in duplicate
- Non-collusion/non-conviction affidavit
- Bid Bond
- Reference sheet
- Other forms as required in the bid document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

4. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud. Bidders may attend bid openings.

5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

Such addendums, if issued, will posted at:
<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidders responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

6. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website:

<http://www.rockvillemd.gov/business/bids.htm>

7. **ACCEPTANCE OF BIDS** The City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening. Bids may not be withdrawn during that period.

8. **BID WITHDRAWAL** Bids may be withdrawn or modified upon receipt of written request received before the time specified for bid opening. Requests received after bid opening will not be considered.

9. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- j. Such other information as may be secured by the City having a bearing on the decision to award the contract.

10. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone

inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive document remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

11. DOCUMENTS, MATERIALS AND DATA All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

12. ERRORS IN BIDS When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

13. MISTAKES Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

14. PRICES Bids must be submitted on a firm, fixed price, F.O.B. destination basis unless otherwise specified herein.

15. PROMPT PAYMENT DISCOUNTS All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts will be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

16. BIDDER'S PAYMENT TERMS The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

17. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

18. QUALIFICATION OF THE BIDDER The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such

information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.

19. INSPECTION OF THE WORK SITE Each bidder shall visit the site of the proposed work and become fully acquainted with the existing conditions and fully informed as to any facility involved, and the difficulties and restrictions attending the performance of this contract. Applicable drawings, technical specifications and contract documents should be thoroughly examined. The successful bidder shall in no way be relieved of any obligation due under the executed contract by the failure to examine any form of legal instrument or to visit the site.

20. RISK OF LOSS AND CONDITION OF SITE The City makes no representation and assumes no responsibility for the condition of the site or applicable structures on the site. The contractor shall accept the site and the contents thereon in the condition in which they are represented. Any damages or loss whatsoever while the contract is in effect (whether by reason of fire, theft, breakage or other happenings) shall not relieve the Contractor from any obligations under this contract. The Contractor shall store any materials on site as not to damage the materials and shall maintain such storage areas, as directed by the City, in hazard free condition.

21. SUBCONTRACTORS Nothing contained in the contract documents, shall create any contractual relationship between the City and any subcontractor or sub-subcontractor.

Unless otherwise indicated, the successful contractor who will subcontract the delivery, installation, or portion of the work herein described will submit to the Project Manager, prior to the start of work, the following information: 1) A description of the items to be subcontracted, 2) the subcontractor name, address, and telephone number, and 3) the nature and extent of the work utilized during the life of the contract. Subcontractors shall be considered agents of the Contractor, who shall be held fully accountable for all of the subcontractor services, labor, and materials relative to the contract.

22. BID BOND Bids must be accompanied by a certified check or bid bond for five percent (5%) of the total amount of the bid, made payable to the Mayor and Council of Rockville. AIA Bond forms are acceptable. Bonds must be issued by a surety licensed to do business in the State of Maryland. Bid bonds will not be returned.

23. EXECUTION OF AGREEMENT/BONDS Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and Bonds.

Bonds shall be in effect during the original term of the contract and during the guarantee and warranty period required under the Contract, unless otherwise stated therein.

PERFORMANCE BOND The Contractor shall execute and deliver to the City the required Performance Bond for 100% of the bid amount.

PAYMENT BOND For a contract exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to 100% of the bid amount. For a contract exceeding Twenty-Five Thousand Dollars (\$25,000) but not exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to fifty percent (50%) of the bid amount. Bonds shall be executed by a surety company authorized to do business in the State of Maryland.

The successful bidder may request that in lieu of bonds, the City accept the equivalent in the form of a certified check or other security. Such requests will be accepted or rejected by the City Manager. If rejected, the successful bidder will be required to furnish the bonds or forfeit the bid bond. Failure of the successful bidder to execute the agreement and supply the required forms within fifteen (15) calendar days shall constitute a default. The successful bidder shall forfeit to the City as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with the bid.

The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.

24. LEGAL REQUIREMENTS All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The Contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

25. INDEMNIFICATION OF THE COUNCIL The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.

26. DELIVERY Time is of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously been overlooked and accepted.

27. CHANGES IN QUANTITIES/ITEMS The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the Contract specified quantities without specific written authorization of the Project Manager and it is the Contractor's responsibility to obtain said authorization.

28. MATERIALS All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor

shall abide by specific manufacturer instructions and recommendations on installation and operation.

29. BRAND NAME OR EQUAL Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.

30. DEFECTIVE MATERIALS/WORKMANSHIP Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.

31. TIME OF BEGINNING AND COMPLETION Unless otherwise stipulated in the bid document, the Contractor shall begin work on the Contract within ten (10) working days after the mailing of a purchase order and shall diligently prosecute the same, so that it shall be fully completed within the time as stated in the contract. The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Contract Officer.

32. FAILURE TO COMPLETE WORK ON TIME/ LIQUIDATED DAMAGES The Contractor accepts this contract with the understanding and intention to perform fully and in an acceptable manner within the time stated. Should he fail to complete fully, to all intent and purpose, the work specified in the time specified, or within the time as it may have been extended by the City, the Contractor shall pay, for each calendar day that any work shall remain uncompleted, not including Sundays, the sum of \$400 per calendar day or such other amount as specified in the Special Provisions.. This sum is hereby agreed upon, not as a penalty, but as liquidated damages and the City shall have the right to deduct the amount of such damages from any moneys due the Contractor under this Contract.

The City shall recover such Liquidated Damages by deducted the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due upon demand by the City.

33. AUTHORITY OF THE CITY MANAGER IN DISPUTES Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

34. CONTRACT DELAYS/EXTENSION OF TIME The

Contractor shall pursue the contract so as to complete all work within the time allotted in the bid document. The completion date as set in the bid document allows for inclement weather, holidays and coordination with other companies. If the Contractor is delayed in the delivery of the supplies, equipment or services by any act of neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be in written notice sent to the Project Manager within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If written notice is not received within the prescribed time the claim shall be forfeited and invalidated.

35. CONTRACT DELAYS - NO DAMAGE CLAIMS ACCEPTED

The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under the contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

36. PROGRESS SCHEDULE AND SCHEDULE OF OPERATIONS

The construction of this project will be planned and recorded with an Activities Chart Project Schedule (AC) and Written Narrative (WN) unless specifically determined to be unnecessary by the Project Manager. The AC Project Schedule and Written Narrative will break down, in detail, the time (working days or completion date) involved in performing major construction activities for the duration of the project. The AC Project Schedule shall be used for the coordination and monitoring of major work under the contract including the activities of subcontractors, vendors and suppliers. The AC Project Schedule shall be prepared in accordance with the requirements of the Maryland State Highway Administration Standard Specifications for Construction and Materials dated January 1982, and the errata and addend thereto, subsequent supplement(s) and the Special Provisions as set forth in this Invitation for Bids, unless otherwise directed or approved by the Project Manager. The schedule shall be consistent with the contract specified completion date(s) and/or working days. The Contractor is responsible for preparing the initial AC Project Schedule and Written Narrative.

Preparation of Initial Schedule - Within 10 calendar days after notification that the Contractor is the apparent successful bidder, the Contractor will complete development of a initial AC Project Schedule and Written Narrative (describing the logical time representations as proposed in the AC Project Schedule), and submit 2 (two) copies of each AC and WN to the Project Manager for review and approval.

Updating Project Schedule: At any time that it becomes apparent the schedule, created as above and approved by the Project Manager, is not being implemented, either because the work or service is ahead or behind schedule, the Contractor shall immediately notify the Project Manager and shall submit a revised, written, updated AC and WN for the Project Manager's review, revision and approval. The contractor shall make every effort to meet the original

completion date and/or working days allowed unless otherwise so directed by the Project Manager.

Payment for Schedule AC/WN: No special compensation will be paid for preparing or revising the above project AC/WN as the cost shall be considered incidental to the contract with compensation incorporated into the bid items(s).

37. SPECIFICATIONS The Construction Specifications for this contract will be those shown below and additions included in the bid document, if applicable. In the event of conflict, the City determination shall govern. The following specifications and standards, listed below, including all subsequent addenda, amendments and errata are made part of this contract to the extent required by the references thereto:

1. Maryland Department of Transportation, State Highway Administration, "Standard Specifications for Construction and Materials" (Maryland Department of Transportation, State Highway Administration), dated January 2008 and all errata and addenda thereto. MDSHA Book of Standards for Highway and Incidental Structures.
2. Montgomery County Department of Transportation, "Montgomery County Road Construction Code and Standard Specifications,"
3. Standard Specifications of WSSC dated July 2005.
4. Montgomery County Department of Transportation, "Design Standards," August 1991.
5. Maryland Dept of the Environment "1994 Standards and Specifications Soil Erosion and Sediment Control"
6. The U. S. Department of Transportation, Federal Highway Administration, "Manual on Uniform Traffic Control Devices" latest edition.
7. Montgomery County Noise Ordinance

38. CONTRACT DOCUMENTS The contract documents are complementary and what is required by any one shall be binding as if required by all. Words and abbreviations that have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings. On drawings, the figured dimensions shall govern in the case of discrepancy between the scales and figures. Anything shown on the construction plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans shall have the same effect as if shown or mentioned respectively in both.

Prior to bidding, the Contractor should obtain clarification of all questions which may have arisen as to intent of the contract document, or any actual conflict between items in the contract documents. Should the Contractor have fail to obtain such clarification, then the City may direct that the work proceed by any method indicated, specified or required, in the judgment of the City, by the contract documents. Such direction by the City shall not constitute the basis for a claim for extra costs by the Contractor. The Contractor acknowledges that he had the opportunity to request clarification prior to submitted his bid to the City and that he is not entitled to a claim for extra cost as a result of failure to receive such clarification.

Any discrepancies which may be discovered during the execution of work between actual conditions and those represented by the contract documents shall be reported to the City and work shall not proceed until written instruction has been received by the contractor from the City.

39. INTERPRETATION Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Contract Officer. Any questions concerning the technical specifications and drawings shall be directed in writing to the Project Manager. The submission of a

bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.

40. **PRE-CONSTRUCTION CONFERENCE** A pre-construction conference may be held following contract award. The meeting must be attended by the Contractor. No compensation will be made by the City to the Contractor for meetings.

41. **EMERGENCY CONTACT** The Contractor shall provide at least two local telephone numbers which may be used for contacting an official of the Contractor at all times, 24 hours per day, seven days per week: at which numbers person(s) of responsibility will be available to respond to City directives relative to the contract. The Contractor shall have available sufficient personnel and equipment to immediately respond to emergency needs, as determined by the City. There will be no special compensation paid for this requirement but the cost is to be considered incidental to the other contract pay items.

42. **SUPERVISION AND DIRECTION OF WORK** The work shall be under the general supervision of the Project Manager. While it is intended that the Contractor shall be allowed in general to carry on the contract in accordance with such general plan as may appear to the Contractor most desirable, the Project Manager, at the Project Manager's discretion, may from time to time, direct the order in which, and points at which, the work shall be prosecuted and may exercise such general control over the conduct of the work at a time or place, as shall be required, in the Project Manager's opinion, to safeguard the interests of the City, and the Contractor shall have no claims for damages or extra compensation on account of the fact that it shall have been necessary to carry on the work in different sequence from that which the Contractor may have contemplated. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, but nothing herein contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any obligations or liabilities under the contract

43. **INSPECTION** Work and materials will be inspected promptly to see that the same strictly correspond with the drawings and specifications, but if, for any reason, delay should occur in connection with such inspection, the Contractor shall have thereby no claim for damages or extra compensation. Materials and workmanship shall be always subject to the approval of the Project Manager, but no inspection, approval or acceptance of any part of the work or of the materials used therein, nor any payment on account thereof shall prevent the rejection of said materials or work at any time thereafter, should said work or materials be found to be defective or not in accordance with the requirements of the contract. Any costs for any "re-inspection" of the job shall be the responsibility of the contractor.

44. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

45. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and

accepted or approved by the City prior to the effective date of the termination.

46. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.

47. **NON-WORK DAY** The City observes the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day, all days of general and congressional elections throughout the State, and a five-day work week.

The Contractor will not be permitted to do any work which requires the services of the City's inspection, supervisory or line and grade forces on the days on which the above mentioned holidays are observed by the City or on Saturdays or Sundays, unless otherwise authorized by the Project Manager in writing. However, the Contractor, with verbal permission of the Project Manager, may be permitted to perform clean up and such other items for which no specific payment is involved on Saturdays and holidays.

The normal number of working hours per day on this Contract will be limited to eight, unless otherwise authorized by the Project Manager in writing.

In case of an emergency, which may require the services of the City on Saturdays, Sundays, holidays or longer than eight hours per day, the Contractor shall request permission of the Project Manager to work. If, in the opinion of the Project Manager the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Project Manager, a bona fide emergency exists, the Project Manager may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.

48. **LANGUAGE** The Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

49. **IMMIGRATION REFORM AND CONTROL ACT**

The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

50. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff

or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

51. ETHICS REQUIREMENTS In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

52. DRAWINGS TO BE FOLLOWED The approved drawings, profiles and cross sections on file with the City will show the location, details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. Any deviations from the drawings or specifications as may be required by the exigencies of construction in all cases will be determined by the Project Manager. There shall be no such deviations without the written authorization of the Project Manager. On all drawings, etc., the figured dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the drawings or specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the drawings as construed by the Project Manager whose decision shall be final.

53. CERTIFICATION Under no circumstances will Contractors be paid for materials utilized on any City contract unless certified to by the Project Manager. The Contractor must not incorporate any materials into a City project without prior authorization and certification of the Project Manager, unless necessary to eliminate or avoid hazardous conditions. Under these emergency circumstances the responsibility for notification to the Project Manager and quantity/quality confirmation rests with the Contractor and must be obtained within 24 hours of the work.

54. DECISIONS AND EXPLANATIONS BY PROJECT MANAGER The Project Manager shall make all necessary explanations as to the meaning and intent of the specifications and drawings, and shall give all orders and directions, either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. Should there be any discrepancies or should any

misunderstanding arise as to the intent of anything contained in the drawings and specifications, the decision of the Project Manager shall be final and binding. The Project Manager shall in all cases determine the amount, quality, acceptability and estimates of the work to be paid for under the Contract, and shall decide all questions in relation to the work. In case any questions arise between parties relating to the Contract, such decision and estimate shall be a condition precedent to the right of the Contractor to receive payment under that part of the Contract which is in dispute.

55. WORK TO BE DONE AND MATERIALS TO BE FURNISHED The Contractor shall do all the work and furnish all the labor, materials, tools, and equipment necessary or proper for performing the work required by the Contract, in the manner called for by the drawings and specifications and within the Contract time. The Contractor shall complete the entire work together with such extra work as may be required, at the prices fixed therefore, to the satisfaction of the Project Manager and in accordance with the specifications and drawings.

56. NOTIFICATION TO OTHER AGENCIES The Contractor will be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon Comcast Cable, Transcontinental Gas, City of Rockville Utilities Division, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than 5 working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.

57. PERMITS AND REGULATIONS Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.

58. EXCAVATION Unless specifically provided in the specifications, all trench and roadway excavation is hereby unclassified as to the character of materials. The lump sum or unit price, as specified, for or including excavation shall constitute full payment for removal and disposal of all materials, regardless of type, encountered in trenching and roadway excavation, within the limits of this Contract, as necessary and as shown to be removed on the Contract drawings and/or as directed by the Project Manager, except as otherwise provided for under this Contract. All bidders are hereby directed to familiarize themselves with all site conditions including subsurface and the proximity of adjacent features.

59. SERVICE OF NOTICES The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of

the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

60. PATENT RIGHTS Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

61. CARE AND PROTECTION OF WORK From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause, shall be made good by the Contractor at the Contractor's own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as completed work.

62. ABANDONMENT OF OR DELAY IN WORK If the work under the Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by Contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the Contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the Contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the City's workmen.

63. SUBLETTING OR ASSIGNING OF CONTRACT The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

64. NO WAIVER OF CONTRACT Neither the acceptance by the City or its Project Manager nor any order, measurement,

certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City or its Project Manager shall operate as a waiver of any portion of the Contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.

65. DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

66. IMPLIED WORK All incidental work required by the drawings or specifications for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included in the Contract, and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation. The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents together with any authorized alterations, special provisions and supplemental agreements.

67. MEASUREMENT OF WORK AND MATERIAL The work and material to be paid for will be measured and determined by the Project Manager according to the specifications and drawings, and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in measurement.

68. EXTRA COSTS If the contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

69. CONTINGENT ITEMS & QUANTITIES Items and quantities identified as being contingent are provided in the Contract for use when and as directed by the Project Manager. These items shown on the Plans or in the specifications are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Project Manager without negotiation. The Contractor shall submit no claim against the City for any adjustment to the Contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications. Materials, Construction Requirements and Basis of Payment shall be as specified elsewhere in the Specifications, Plans or Special Provisions.

70. CHANGES IN THE SCOPE OR EXTRA WORK The City, without invalidating the contract, may issue written changes in the work consisting of additions, deletions, or modifications with the contract sum and completion date being adjusted accordingly. All such changes, or additional work must be authorized in writing by the Contract Officer prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change.

All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

The Contractor shall do all work that may be required to complete the work contemplated at the unit prices bid or at a lump sum price to be mutually agreed upon.

The Contractor shall perform extra work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the work as contemplated, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Project Manager may order the Contractor to do such work on a force account basis, which will be paid for as follows.

71. FORCE ACCOUNT WORK When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the City and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the City may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

- A. Labor.** For all labor and for foremen in direct charge of the specific operations the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.
- B. Materials.** For materials accepted by the Project Manager and incorporated into the project, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth). Excess materials delivered to the job site and not incorporated into the project will not be paid for and it is the Contractor's responsibility to remove said excess material from the job site.
- C. Equipment.** For any machinery or special equipment (other than small equipment tools, whether rented or owned), the use of which has been authorized in writing, by the Project Manager the Contractor shall receive the rates agreed upon in writing before such work is begun which price shall include fuel, oil and miscellaneous necessities, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$1000 or less will be considered small tools and equipment.
- D. Materials and Supplies Not Incorporated in the Work.** For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Project Manager, the Contractor shall receive the actual cost of such materials and supplies used.
- E. Subcontractors.** The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in A., B., C., and D. above, plus the fixed fee for overhead and profit allowance computed as in G.
- F. Superintendence.** No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided

G. Contractor's Fixed Fee. The procurement officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this specification by his force and by his subcontractors. The City shall pay 10 percent of A as compensation for overhead and profit for the work performed. The Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of 65 percent of A, which shall include, but not be limited to the following:

(1) Compensation for all costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed in the work; and

(2) Bond premiums, property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work.

In addition, the Contractor's fixed fee may include an amount not to exceed 10 percent of B, unless specifically authorized by the Project Manager in advance of the work; 5 percent of D, and 5 percent of E with the exception of that portion chargeable to equipment as defined above.

H. Compensation. The compensation as set forth above shall be received by the Contractor as payment in full for change order work done on a force account basis. At the end of each day, the Contractor's representatives and the Project Manager, shall compare records of the cost of work as ordered on a force account basis. Differences shall be immediately resolved and any unresolved difference shall be brought to the attention of the Project Manager by written notice from the Contractor within two working days of the occurrence.

I. Statements. No payment will be made for work performed on a force account basis until the Contractor furnishes the Project Manager duplicate itemized statements of the cost of such force account work detailed as to the following:

(1) Name, classification, date, daily hours, total hours, rate, and extension for such workmen. Contractor shall provide certified payrolls

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment. Contractor shall provide original receipted invoices.

(3) Quantities of materials, prices and extensions. Contractor shall provide original receipted invoices.

(4) Transportation of materials. Contractor shall provide original receipted invoices.

If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock that the quantity claimed was actually

used and that the price and transportation of the material as claimed represent actual cost. Any request for payment under this Section should be submitted in the order outlined by the above.

The Contractor shall be responsible for all damages resulting from work done on a force-account basis, the same as if this work had been included in the original Contract.

Work performed without previous written order by the Project Manager will not be paid.

72. ALLOWANCES Whenever an allowance is mentioned in the specifications, then the contractor shall include in his contract sum the entire amount of such specified allowances. The expenditure of these allowances is to be at the Purchasing Manager's direction. However, the allowance expenditure is limited to items properly inferable from the title and description of the allowance. Unexpended balances are to be credited to the City. Compensation payable to the contractor for expenditure of allowances directed by the Purchasing Manager shall be based on the cost to the contractor as shown by actual invoices or receipts, and no additional overhead or profit shall be payable to the contractor for such allowances.

73. PROGRESS PAYMENTS AND RETAINAGE The Contractor shall submit a detailed application for payment on a monthly basis, preferable on an AIA G702 form. Such application for payment, notarized, if required, must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

Applications for payment shall not include payment for equipment or materials delivered to the site but not installed or for materials or equipment properly stored off-site unless specifically approved by the Project Manager. If such approval is granted, the Contractor must submit with the application for payment, bills of sale or other such documentation satisfactory to the City to establish the City's title to such materials or equipment or otherwise to protect the City's interest, including applicable insurance and transportation to the site for materials and equipment stored off site. Such approvals are typically reserved for "big ticket" items that individually would exceed five percent (5%) of the bid total. The Contractor shall promptly pay each subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled, reflecting any percentage retained from payments to the Contractor on account of each subcontractors work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner.

The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

No Certificate of Payment nor partial or entire use of the facility by the City shall constitute an acceptance of any work which is not in accordance with the Contract Documents.

Payments Withheld – The City may decline to certify payment or because of subsequently discovered evidence or observations, nullify the whole or any part of any Certification of Payment previously issued, as may be necessary to protect the City from loss because of: (1) defective work not remedied, (2) third party claim filed or evidence indicating probable filing of such claim, (3) failure of the Contractor to make payments properly to subcontractors or suppliers, (4) reasonable evidence that the work can not be completed for the unpaid balance of the contract sum, (5) reasonable

evidence that the work will not be completed within the Contract time, (6) persistent failure to carry out the work.

74. FINAL PAYMENT REQUEST Upon reaching substantial completion, as defined by receipt of occupancy permit, the Contractor may submit a written Application for Final Payment. All supporting documentation and data shall be submitted with the Request for Final Payment as is applicable to the monthly Requests for Payment referenced heretofore.

Out of the amount representing the total of the final payment request the City shall deduct five (5%) percent, which shall be in addition to any and all other amounts which, under the Contract, it is entitled or required to retain and shall hold said sum for a period of one hundred and twenty (120) days after the date of acceptance of the work by the City.

Within thirty (30) days after the approval of the final payment request, the City will pay to the Contractor the amount remaining after deducting from the total amount of the final estimate all such sums as have hereto before been paid to the Contractor under the provision of the Contract and also such amounts as the City has or may be authorized under the Contract to reserve or retain.

Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager:

1. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid.
2. Consent of surety to final payment, and
3. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract;.
4. All punch list items are completed to the satisfaction of the Project Manager.

If any subcontractor refuses to furnish a release or waiver of liens required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

Acceptance by the Contractor of final payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the contract.

75. RELEASE OF RETAINAGE Upon the expiration of the aforesaid period of one hundred and twenty (120) days succeeding the date of acceptance, the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.

76. GUARANTEES / WARRANTIES All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made. The Contractor guarantees that the items conform to the contract documents. The Contractor further guarantees intended purpose or use as far as the Contractor knows or has reason to know.

77. GUARANTEE PERIOD The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to Owner, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from

faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the Project Manager, signify his intention in writing or in action to correct work, as described above, then the Project Manager may proceed with the work and charge the cost thereof to the account of the Contract as herein before provided.

78. Substantial Completion. Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the City can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the City. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the City and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

79. TRANSFER OF TITLE The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the City either by incorporation in construction or upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any person performing the work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other persons.

80. USE OF PREMISES Whenever, in the opinion of the Project Manager, any portion of the work is completed or is in an acceptable condition for use, it shall be used for the purpose it was intended, however, such use shall not be held as acceptance of that portion of the work, or as a waiver of any of the provisions of the Contract.

81. DETERMINATION OF CITY'S LIABILITY The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.

82. NO LIMITATION OF LIABILITY The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

83. PRESERVATION OF MONUMENTS AND TREES The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs, markers, fences, and curbs or other appurtenances, and shall use every precaution to prevent damage or injury thereto. Any expense necessary to provide adequate protection, whether such designated item be on or off the right-of-way, shall be assumed by the Contractor.

84. PUBLIC ACCESS The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience and safety of the general public and the residents along the improvement shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times. Handicap access shall remain accessible.

85. HAZARDOUS AND TOXIC SUBSTANCES Manufacturers and distributors are required by Federal "Hazard Communication" provision (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the City with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with the delivery of goods.

86. MAINTENANCE OF VEHICULAR TRAFFIC (if applicable) Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed.

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be permitted to work with the following provisions: All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager:

The City reserves the right to modify or expand on the methods of traffic control specified and to restrict working hours if, in the opinion of the Project Manager, the Contractor's operations are a detriment to traffic during rush hour periods.

Signs on fixed supports shall be mounted on two posts. Signs mounted on portable supports are suitable for temporary conditions. During periods of partial shutdown, or extended periods when no work is being performed, the Contractor shall remove or adequately cover all construction signs as directed by the Project Manager.

The Contractor shall be responsible for removing, storing, covering, and resetting all existing traffic signs and

delineators that become inapplicable and will confuse traffic during the various stages of construction, the cost of which shall be included in the price for Maintenance of Traffic or in the absence of such a pay item it shall be accomplished at no additional compensation, as incidental to the contract. Any signs lost or damaged will be replaced by the Contractor at its expense.

The Contractor shall provide, maintain in new condition, and move when necessary or directed all traffic control devices used for the guidance and protection of vehicles.

The Contractor shall be responsible for providing the appropriate signs to reflect varying traffic patterns prior to the commencement of a new stage of construction.

Traffic must be safely maintained at all times throughout the entire length of the project. No additional compensation shall be paid to the contractor for traffic maintenance, even if the contract time exceeds the contractually specified completion date or working days.

When required lane shifts are implemented, existing painted lane markings no longer applicable shall be removed to the satisfaction of the Project Manager.

Temporary crash cushions are to be installed as shown on the Plans. Unless otherwise specified, sand containers shall be used. The crash cushions shall conform to Subsection 104.10 of the MDSHA Specifications.

Crash cushions shall be reset to reflect changing traffic patterns caused by different stages of Traffic Control. The crash cushions shall be reset at locations shown on the Plans or as directed by the Project Manager.

Should any of the sand container components be damaged during the resetting of the system or during the course of the project, the Contractor shall replace the damaged components at its own expense.

The Contractor shall have flaggers on this Project for the purpose of controlling traffic while maneuvering heavy equipment. This may require a temporary lane closure in any of the specified Traffic Control Phases. These temporary lane shutdowns shall be kept to a minimum and the normal traffic pattern for the Traffic Phase shall be restored as quickly as possible. The Contractor shall comply with Section B-20 of the MUTCD regarding flagger signing.

Prior to stopping work each day the Contractor will be required to reshape all graded areas and eliminate all drop-offs not protected by barriers by filling with compacted stone at maximum of 8:1 slope.

All barriers and barricades shall be adequately illuminated at night, as specified herein, and all lights for this purpose shall be kept operative from sunset to sunrise.

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSHA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the January 2001 MDSHA Standard Specifications for Construction and Materials.

The Contractor shall notify and obtain approval in writing from the Project Manager, at least 48 hours before changing any Traffic Control Phase.

Any construction materials or debris dropped on the roadway surface shall be removed immediately to avoid possible hazardous conditions.

Materials The Contractor shall provide, maintain in first class condition, replace and move when necessary or directed all materials, devices, flagging, etc., required to maintain traffic in accordance with the Traffic Control Plans or as directed by the Project Manager. Reference is made to the latest edition of the MUTCD, wherein all such items are fully described with regard to use, application, warranties, size, color, placement, etc., and wherein typical traffic control device layouts are shown, as all such devices and techniques planned for use on this project shall strictly conform to the Manual's request except as noted on the Plans.

When any of the following items have been established on the Plans or as directed by the Project Manager, the Specifications will be adhered to in accordance with the respective sections.

Lights, Warnings, Etc. - All banners and imitation barrels shall be adequately illuminated at night, and all lights for this purpose shall be kept operative from sunset to sunrise.

Steady burning warning lights shall be used to delineate channelization through and around obstructions in a construction or maintenance area, on detour curves, on lane closures, and in other similar conditions (MUTCD 6E-4, 6E-5). Flashing warning lights shall be the means for identifying a particular and individual hazard and shall not be used in sequence, in clusters, or for delineation (MUTCD: 6E-5, 6E-6).

Where noted on the plans the first two (2) warning signs shall include a "High Level Warning Device." In addition to the flags the signs shall also be equipped with a Type "B" High Intensity Flag Warning Light. This device must meet the requirements of MUTCD 6C-11 and 6E-5. The device shall be incidental to the Temporary Traffic Sign item if provided for, otherwise the costs shall be considered incidental and no special compensation will be paid.

Barriers: Temporary concrete barriers shall be installed on the roadway approaches as shown on the plans or as approved in writing.

Any permanent facilities damaged as a result of anchoring temporary concrete barriers (anchor holes, etc.) shall be repaired to the satisfaction of the Project Manager using an epoxy grout or other material as may be specified by the Project Manager. Epoxy grout shall consist of sand and epoxy, mixed by volume according to manufacturer's recommendations.

Method of Measurement and Basis of Payment: All work and materials required under the TCP not covered or specified as a pay item on the price proposal form will be included in the lump sum price bid for Maintenance of Traffic. In the absence of such an item the Contractor agrees that there will be no special compensation paid for maintenance of vehicular traffic as described above and the cost shall be considered incidental to the contract and compensated as part of other contract bid item(s).

87. PARKING, STORAGE AND STAGING AREAS Parking, storage and staging areas for the Contractor's use during the Project must have prior approval of the Project Manager. All areas used for storage of equipment or material shall be restored to

their original condition, immediately upon completion of the work. No additional compensation will be provided for restoring, re-grading, placement of topsoil, and seed and mulch in these areas.

88. PEDESTRIAN TRAFFIC Pedestrians shall be safeguarded by the use of signs lights, barricades and barriers as shown on the traffic control plan and/or directed by the Project Manager. Pedestrian traffic shall be maintained at all times unless specifically authorized otherwise, in advance, by the Project Manager. The Contractor shall submit a pedestrian traffic safety plan in accordance with the MUTCD, incorporating safety measures and other provisions to fully implement the intent of this paragraph. All work and materials required to prepare and implement the pedestrian traffic safety plan shall be considered incidental to the contract and there shall be no special compensation paid for this item unless special pay items are included in the Price Proposal page. No additional compensation shall be paid for maintenance of vehicular and pedestrian traffic if for whatever reason the project time extends beyond the contract specified completion date or working days.

89. HANDICAP ACCESS Where handicap access exists within the line of work under this contract it will be the contractor's responsibility to maintain said access during the life of this contract. This service is considered to be incidental to this contract and no special compensation will be paid for this service unless provided on the Price Proposal page.

90. TOILET FACILITIES Toilet facilities meeting MOSHA standards shall be provided at the job site for all projects exceeding \$100,000 in value and at all other job sites when directed by the City. No special compensation shall be paid unless specifically provided for in the Price Proposal page of this contract.

91. STAKEOUT-CONSTRUCTION CONTROL Survey construction control provided by the City shall be limited to the baseline with stations not over 100 feet, and the elevation of the top of each marked point. P.C.s, P.T.s, P.I.s, P.V.T.s, and at least one point on the tangent beyond the end of each curve will be staked. The Contractor shall request baseline stakeout a minimum of five days in advance of construction. Stakeout data other than stated above will be furnished by the construction Contractor per MDSHA Section 815 for structures, otherwise per WSSC specs. section 01000(H) and as described in detail below and in these specifications. The City's responsibility for stakeout for the entire project shall be limited to that data described above and this shall be provided only once. The Contractor shall preserve or otherwise ensure adequate survey controls exist throughout the life of the contract.

Surveys and stakeout shall be accomplished by the Contractor as outlined above and in conformance with WSSC specifications Section 01000-10-I I(H), entitled "Construction Stakeout By Contractor."

The provisions therein are primarily for pipeline stakeout. The Contractor's responsibilities under this contract are hereby expanded to include, in addition to pipeline stakeout, similar responsibilities for all phases of stakeout necessary to construct all facilities under this contract including but not limited to clearing and grubbing excavation, pavement, curbs and gutters, storm drainage pipes and facilities, culverts, structures, storm water management facilities, street lights, traffic signal conduits and components, noise walls, retaining walls, ditches and sediment control features.

The stakeout and survey record data shall be preserved and turned over to the City for filing following completion of specific components of work.

Method of Measurement and Payment Generally, stakeout shall be considered incidental to the contract and no special compensation shall be paid, unless a specific pay item is

included in the contract Price Proposal page of this contract. Where payment is provided, progress payments for stakeout shall be made based on the percentage resulting from the price bid for stakeout divided by the total bid, multiplied by the monthly payment exclusive of the stakeout payment, except the final payment shall be adjusted as necessary to equal the total price bid for stakeout.

Grade Sheet by Contractor: Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves is to be at intervals of 25 feet or less unless otherwise specifically authorized by the Project Manager. This work is considered incidental to the contract and no extra compensation will be paid.

92. BURNING DEBRIS NOT ALLOWED Under no circumstance will any open fires be permitted within the City of Rockville. All debris will be removed and hauled from site (except when otherwise specifically authorized in the bid document) and disposed in accordance with Local, State and Federal laws in effect at the disposal site. No special compensation will be paid as all costs for off-site disposal shall be included in the applicable bid prices and considered incidental to the contract.

93. CLEAN UP In addition to any provisions regarding clean up in the bid document, clean up, including the restoration of areas of construction, shall proceed as quickly as is practicable. The period between construction and final clean up shall normally not exceed one week. If at any time during the course of the work the cleaning operation in any given area becomes delinquent in the opinion of the Project Manager he may order that construction be stopped until such cleaning is completed. Any such order shall not extend the Final Completion date under this contract. Unless otherwise indicated, all materials razed, demolished, or otherwise removed from the work site shall become the property of the Contractor and shall be disposed of legally and properly off site at his expense.

Upon Final Completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the street, footways, lawns, and adjacent property, all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall leave the work area in a neat and presentable condition throughout the entire length of the project under contract.

If the Contractor fails to clean up at Final Completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title)

City Hall

111 Maryland Avenue

Rockville, MD 20850

SPECIAL PROVISIONS

1. GENERAL

These Special Provisions are hereby made a part of the contract. In case of conflict with the terms and conditions or the Specifications of the City of Rockville, Montgomery County Government, the Washington Suburban Sanitary Commission, the Maryland State Highway Administration, the Maryland Department of the Environment or the Montgomery Soil Conservation District, the Special Provisions shall govern.

2. CONTRACT DOCUMENTS

In addition to the requirements of GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, Item No. 34, in the case of discrepancies in the Contract Documents and need for interpretation, the documents shall be given precedence in the following order:

Change Orders
Addenda
Special Provisions
Technical Specifications
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (City of Rockville)
Standard Details

Any questions, requests for information or revisions to the specifications must be reviewed and approved by the City of Rockville.

3. NOTICE TO PROCEED AND COMPLETION SCHEDULE

The specified completion date shown herein is to be strictly adhered to unless authorized or directed otherwise in writing by the Project Manager. The completion date, where specified, has an allowance for inclement weather and holidays. Time extensions for unusual conditions causing project delays not covered in these special provisions will be subject to the conditions covered under the general specifications; however, no compensation above that indicated herein for specific items shall be paid to the Contractor for any delay, regardless of the source of delay.

4. SITE ACCESS

Access to the site is generally within the City rights-of-way. After the completion of the project, all roads, drives, private parking lots, sidewalks, landscaping, fences, utilities, structures, buildings, lawns and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities.

Access to parks, easements across private property and other City-owned property in wooded areas must be coordinated with the City and the private property owners prior to the Contractor entering the property.

5. ACCESS TO ADJACENT PROPERTIES

Access must be maintained to all properties abutting this project at all times. All work affecting private properties is to be coordinated with the property owner by the Contractor. The Contractor shall maintain access to private residences and businesses at all times unless specifically approved in advance by the City.

6. PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor's employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect other property at or adjacent to the site including but not limited to trees, shrubs, lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement in the course of construction; to provide warning signs as directed by the City for personnel and the public. Costs associated with this work are incidental to the work and no specific payments will be made.

7. CONTRACTOR SUPERVISION

The Contractor shall supervise and direct all work under the contract. A qualified individual shall be designated in writing to act on behalf of the Contractor. This individual shall be present on the site at all times as required to perform adequate supervision and coordination of the work, including subcontractors. The designated representative shall be fluent in the English language and have good communication skills.

8. EMERGENCY INFORMATION

The Contractor shall post information concerning emergency medical, fire, rescue and hazardous waste phone numbers from which personnel on the site can obtain information if needed. The Contractor shall also list the name and number of a representative of the Contractor who can be reached in case of an emergency. The emergency information shall be in a central position, located so it is visible and accessible 24 hours a day. The emergency information shall be posted the entire length of time that the Contractor is performing work at the site. The emergency information and Contractor contact information shall be submitted to the City prior to the start of construction.

9. **PUBLIC UTILITIES**

It shall be the Contractor's responsibility to cooperate to the fullest possible extent with the utility owners in their work of adjusting the existing utilities to suit the proposed construction under this contract. In case of any damage to utilities by the Contractor, either above or below ground, the owner shall be immediately notified. The Contractor shall arrange for restoration of such utilities to a condition equal to that which existed before the damage was done, by repairing, rebuilding, or otherwise restoring as may be directed, and at the Contractor's entire cost and expense.

The Contractor shall take into consideration when preparing his bid the costs associated with the coordination during construction with various utility companies for any relocation or installation by the utility companies which may be necessary in areas within, or adjacent to, the limits of his contract. No additional compensation or time extensions will be allowed the Contractor for work interruptions, changes in construction sequences, changes in methods of handling excavation and drainage, and changes in types of equipment used, made necessary by others performing work within, or adjacent to, the limits of this contract when utility relocations are identified in the Contract Documents. The contract time as stated in this contract includes the time needed for utility adjustments identified in the Contract Documents and no extension of time will be granted for delays caused by known utility adjustments.

All other expenses likely to be incurred by the Contractor as a result of working around and protecting utilities, as well as cooperating with the owners of same during the relocating of such facilities, will not be measured or compensated for under any stipulated pay item. The Contractor is not responsible for the construction costs associated for a utility relocation unless there are specific provisions or pay items established for utility relocations.

10. **CONTACTS**

The following contacts serve the area within the limits of the contract. It shall be the Contractor's responsibility for notification and coordinate his construction operations with them to avoid unnecessary delays.

- Washington Gas Company
Ms. Theresa P. Avila-Curtis
703-750-4215
- Transcontinental Gas
410-465-0960
- Potomac Electric Power Company
Mr. Phillip Browne
202-872-2845
- Verizon
Mr. William Handy
301-595-6151

- Comcast Cable TV
Mr. Dewayne Douty
240-372-6694
- City of Rockville Operations and Maintenance Superintendent
Water and Sewer Utilities
Mr. Steve Sokol
240-314-8576
- City of Rockville Contract Manager
Mr. Mike Wilhelm
240-314-8542
- City of Rockville
City Forester
Mr. Wayne Noll
240-314-8705

FOR LOCATIONS OF UTILITIES CALL "MISS UTILITY" 1-800-257-7777 and the City of Rockville Operations Maintenance Superintendent at 240-314-8567 for public water, sanitary sewer and storm drain.

The Contractor shall contact MISS UTILITY at least 72 hours before excavation in the vicinity of public utilities. The Contractor is expected to coordinate with the various utility companies. This will be done at no additional compensation.

Before interfering with any utility service, the Contractor must notify the affected utility companies and affected property owners in advance, and coordinate any required service interruption with the owner and City.

11. NOISE CONTROL MEASURES

All work must comply with the noise ordinance requirements for Montgomery County. A copy of the "NOTICE TO CONTRACTORS" issued by the Montgomery County Department of Environmental Protection (DEP) is attached to these Contract Documents in Appendix A for observation and compliance.

12. WATER POLLUTION CONTROL MEASURES

The Contractor shall not discharge or permit discharge into the waters, canals, ditches, or drainage system any fuels, oils, bitumens, garbage, sewage or other materials which may be harmful to fish, wildlife or vegetation or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigation and complying with all applicable federal, state and local laws and regulations governing pollution of water. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

13. AIR POLLUTION CONTROL MEASURES

All fine-grained, loose materials hauled to or from this project shall be covered to prevent spillage and blowing. Material, which is not covered after notification by the City, will not be accepted for use on this project. This material will not be included in measurement for payment. Burning will not be permitted.

14. ENVIRONMENTAL PROTECTION MEASURES

Impervious barriers, (i.e., plastic, metal drip pans, etc.) shall be placed under any compressors, generators, welding machines, etc., to prevent oils, solvents, organic compounds, or other contaminants from leaching into the soil. Any oils, solvents, organic compounds, or contaminants spilled on the site during the process of the work shall be immediately removed and cleaned up by the Contractor. Any earth contaminated by a spill shall also be removed and replaced with new certified clean material to the satisfaction of the City and the Maryland Department of the Environment (MDE). If the City has to remove the oils, solvents, organic compounds, contaminants, or earth, the City may deduct the costs of removal and clean up from the total contract amount owed the Contractor.

15. PRESERVATION AND RESTORATION OF PROPERTY, TREES & MONUMENTS

The Contractor is to carefully examine the plans provided with the contract drawings to ensure a clear understanding of the private property limits and work limits. The Contractor shall not enter upon private property for any purpose without first obtaining permission from the City and written permission from the property owner. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, markers, and fences, along and adjacent to the work areas, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures and must protect carefully from disturbances or damages all land monuments and property markers until the Inspector has witnessed or otherwise referenced their locations. All disturbed monuments and markers must be reset to their correct location by the Contractor at no additional compensation.

The Contractor shall be responsible for all damages or injury to public or private property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to the non-execution of said work, or at any time due to defective work or materials. When or where any direct or indirect damage or injury is done to public or private property or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor must restore, at its own expense, such property to a condition similar or equal to rebuilding or otherwise restoring as may be directed by the City, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury the City may, upon 24 hours notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from

any monies due or which may become due the Contractor under this Contract. City crews or another Contractor may accomplish said work.

Special attention must be given the existing landscape features and special care taken to protect the natural surroundings. The roots of such trees or shrubbery will not be cut unnecessarily. The Contractor will be required to root prune the roots of trees, which extend into grading limits and/or from trees intended to be left in an undamaged state or otherwise prevent damage to roots of trees. No road machinery of any description, which might throw off gas or smoke in such volume as to damage vegetation, shall be allowed to stand under such trees or shrubbery. All roots over 1" diameter must be cleanly cut with a saw or other pruning instrument. Root cutting trench will be immediately backfilled. Root pruning will occur prior to any grading activities and must be done by a Maryland Licensed Tree Expert (L.T.E) and ISA Certified Arborist (C.A.)

Any tree, that in the opinion of the City, may be defaced, bruised, injured or otherwise damaged by the Contractor's equipment or operations must be protected prior to the start of work by boards, planks, fencing or other means acceptable to the Inspector and no separate payment must be made. The City in conjunction with the contractor and tree removal contractor shall flag and paint all trees to be removed prior to construction. Contractor must verify all saved trees prior to construction. All precautions shall be at the expense of the Contractor. Tree protection techniques must be in accordance with the State Forest Conservation Manual.

Any timber, trees, or landscape features scarred or damaged by the Contractor's operations must be removed, pruned, restored or replaced as nearly as possible to the original conditions, as required by the Inspector and at the Contractor's expense. No ropes, cables or guys are to be fastened to or attached to any existing nearby trees for anchorage or in lieu of placing of dead men

All of the requirements outlined in the above paragraphs shall be considered incidental to this contract and no special compensation shall be paid.

16. **SEED AND MULCH**

Complete all seed and mulch operations according to contract documents, approved plans and the Maryland Department of the Environment's *1994 Maryland Standards and Specifications for Soil and Erosion Control, Section 20.0 Standards and Specifications for Vegetative Establishment*.

Harrow, disc, or otherwise loosen subsoil to a depth of four inches. Remove objectionable material such as stones, two inches or larger, clods, brush, roots and trash from the top four inches of soil. Apply fertilizer and limestone at the rates specified below or provide soil testing results and fertilizer recommendations by an approved laboratory. Thoroughly mix fertilizer and limestone into the top six inches. Moisten seedbed during periods of high temperatures and when directed by the City. Apply seed mixture uniformly with mechanical power driven seeders, mechanical cyclone hand seeders or hydroseeding equipment. Slurry for hydroseeder may contain seed and fertilizer only.

Permanent seed mix shall be as follows:

5% Hybrid Kentucky Blue Grass, 85% germination
75% Tall Fescue, 90% germination (3 different hybrid mix, 25% each by total)
20% Hybrid Perennial Rye, 85% germination

The tall fescue shall be improved turf-type tall fescues such as Falcon, Finelawn, and Wrangler. K-31 tall fescue is not acceptable. Manhattan or Pennfine are acceptable types of perennial ryegrass. All seed is to be certified. The seed shall be applied at a rate of 6-lbs. minimum per 1000 square feet. All seed shall have a minimum purity of 95%, minimum germination of 90%. A maximum other crop content of 0.1 % and maximum weed content of 0.1 %. Seed all disturbed areas, unless directed otherwise by the City.

Hybrid grass seed shall be from the most recent Maryland seed list and submitted to the City for approval. Apply at a minimum of 6 pounds per 1000 square feet.

Mulch all seeded areas with straw applied 2 inches deep. Sow mixture between the dates of March 1 and May 31 or between the dates of August 15 and October 31. Apply ground agricultural limestone at a rate of 92 lbs. / 1000 sf. Apply 0-20-20 fertilizer with the limestone at a rate of 15 lbs. per 1000 square feet. Immediately prior to seeding, supply 10 pounds of 38-0-0 ureaform and 12 pounds of 10-20-20 or equivalent per 1000 sf.

If planting cannot be accomplished within the dates noted above, apply temporary seeding and mulch. Install mulch as specified above. Lime and fertilizer requirements shall be as noted above. Temporary seeding and mulch shall be considered incidental to the contract.

Contractor shall plant site with permanent seeding and mulch as specified above within the allowable dates in addition to the temporary seeding. No additional payment will be made if both temporary and permanent soil preparation, seeding, mulch, limestone or fertilizer is required.

17. INSPECTION AND CERTIFICATION

All materials shall be subject to inspection or test by the City prior to installation and no previous certification or inspection shall bar rejection if the material is found to be damaged or defective. The certification requirements may be waived for any or all of the materials at the discretion of the City.

18. CLEAN-UP

The Contractor shall at all times keep the work areas clean and orderly and shall promptly remove all waste and rubbish. The daily debris shall be collected in covered containers and disposed of in proper fashion. All directions from authorized public officials having jurisdiction over health and safety shall be obeyed. The site will be "broom clean" at the end of each working shift. Open excavations may not be left unattended. Site must be secured each night.

Upon completion of the work, all materials, equipment, and appurtenances not required, as a part of the finished project shall be completely removed the site.

19. AERIAL ELECTRIC LINES

The Contractor must be aware that State law requires that a 10-foot radial clearance be maintained for all construction equipment and materials in relation to electric lines carrying 750 volts or more. Because the State law is more stringent than the Federal laws, the State law shall be considered the minimal distance.

20. REGULATIONS AND CODES

Furnish material and workmanship conforming to the standards of the following:

American Association of State Highway and Transportation Officials (AASHTO)
American Society for Testing and Materials (ASTM)
American National Standards Institute (ANSI)
Certified Ballast Manufacturers
Institute of Electrical and Electronic Engineers (IEEE)
Institute of Transportation Engineers (ITE)
Insulated Power Cable Engineers Association (IPCEA)
Local safety code
National Electrical Code (NEC)
National Electrical Manufacturers Association (NEMA)
National Electrical Safety Code (NESC)
Rules and Regulations of the Potomac Electric Power Company (PEPCO)
United States of America Standards Institute (USASI)
Underwriters Laboratories (UL)

Provide electrical contractors bonded in the State of Maryland and their electricians must have Maryland licenses. Procure permits, licenses, insurance and approvals as necessary to comply with federal, state and local laws, ordinances and regulations in performance of the work.

Provide employees installing the electrical work licensed in the State of Maryland as a Master Electrician, Electrician or Apprentice Electrician. When Apprentice Electricians are working, provide a Master Electrician or an Electrician must be on the project for personal supervision.

21. TECHNICAL CONTACT/PROJECT MANAGER

Technical questions, once construction has commenced, should be addressed to:

Mr. Andrew Luetkemeier, P.E.
Civil Engineer II, Traffic and Transportation Division
City of Rockville Department of Public Works
111 Maryland Avenue
Rockville, MD 20850
Telephone: 240-314-8524
Email: aluetkemeier@rockvillemd.gov

TECHNICAL SPECIFICATIONS

1. **SUMMARY OF WORK**

The intent of this project is to install materials and equipment necessary to replace and upgrade lighting systems on several streets and residential areas in the City. The Contractor shall furnish all required materials and equipment not provided by the City and shall install and activate systems in the sequence specified by the Inspector.

2. **LOCATIONS**

Work shall be performed at various locations throughout the City.

3. **REMOVAL AND SALVAGING OF EXISTING LIGHTING EQUIPMENT**

If the Inspector determines that removed materials shall be salvaged those materials shall be identified and the Contractor shall deliver the identified materials to the City at the location designated by the Inspector. The Inspector will serve as the receiving agent to salvage material.

The Contractor will ship and handle all salvage material in a manner so as to prevent damage to these items. Luminaires will be removed from poles prior to shipping. All screws will be tightened into their respective slot to prevent loss during shipping.

Inspector will identify existing damage to salvageable material and mark damaged items in the field before they are delivered to the City yard. If damage to material is the fault of the Contractor, he will have three (3) working days to make repairs or supply like items, at his expense, for damaged items. If the Contractor fails to repair or replace damaged items in said item, the City may charge the Contractor for the assessed value as determined by the Inspector.

4. **REMOVAL AND REPLACEMENT OF CURBS AND WALKS**

Contractor shall secure permission from the Inspector before cutting into or removal of any walks or curbs, which might be required during construction.

If it is agreed that a sidewalk must be cut and removed, then the concrete must be sawed and broken out and then restored to an equivalent or better condition than the original.

5. **STREET LIGHT MAINTENANCE DURING CONSTRUCTION**

While performing work under this contract, the Contractor bears the sole risk of loss for damages to or destruction of any lighting equipment or appurtenances, on equipment that was not to be replaced or installed under this Contract, but which was damaged or destroyed through the fault or negligent acts of the Contractor. The Contractor shall replace such damaged or destroyed equipment at no cost to the City, regardless of whether or not the damaged or destroyed equipment was part of this contract or any warranties under this contract.

The Contractor's responsibility shall cease under this paragraph upon written acceptance by the City.

6. SEQUENCE OF CONSTRUCTION

All work will be conducted so that individual lights are removed, replaced, and restored to service on the same day. The work shall be arranged so that in any overnight period, no more than two consecutive streetlights in a series are out of service.

7. STATE HIGHWAY ADMINISTRATION STANDARD SPECIFICATIONS

The publication "Standard Specifications for Construction and Materials" (2008) issued by the Maryland Department of Transportation, State Highway Administration, is hereby incorporated into the Contract as an underlying specification, with its provisions to be effective unless excepted herein. For brevity, this publication shall be referred to as "SHA Specifications" throughout these Special Provisions.

8. PEPCO APPROVAL

City agreements with the Potomac Electric Power Company (PEPCO) require that all materials and workmanship for street lighting meet PEPCO standards. All work by the contractor shall be subject to PEPCO inspection and approval.

9. WORKMANSHIP

All workmanship shall be of the highest quality, as determined and recognized by current codes and practices. All electrical work shall be in accordance with the National Electrical Code (NEC) and local electrical codes. The Contractor shall be equipped with all the necessary machinery, tools, and testing equipment to properly complete the work, specifically including a high-lift bucket truck to install lighting poles and luminaires.

Defective work or materials may be rejected by the Inspector at any time before the acceptance of the work. When such work or material has been rejected, it shall be removed immediately and replaced by the Contractor at his expense. In case the Contractor shall neglect to remove any rejected work or material immediately, the same may be removed and replaced by the City at the Contractor's expense.

10. MATERIALS AND EQUIPMENT

It is the Contractor's responsibility to furnish all materials necessary to complete each installation whether the item is specifically mentioned or not, with the exception of those materials that will be provided by the City, as specified in the bid. All unspecified materials shall meet the requirement of the National Electrical Code.

Furnish new and unused first quality materials in conformance with specifications herein. All material and equipment must be UL listed and labeled. Ensure that all electrical parts, wire, and other elements of the installations are of ample capacity to carry required current without excessive heating or causing an excessive drop in potential. Except as otherwise provided herein, provide heavy duty industrial rated equipment bearing a nameplate or other type of indelible marking or brand that will identify it as to type, catalog number, and manufacturer. This applies to hardware and miscellaneous materials.

All material and equipment of an approved and accepted manufacturer and shall be protected by the Contractor to prevent its damage before, during, and after installation and until final acceptance of the work.

11. WORKING HOURS

Work is permitted Monday through Friday only. Working hours for roadway and shoulder closures are restricted to between 9:00 AM and 3:00 PM. All requests for additional exceptions must be provided in writing to the Contract Administrator.

The Contractor shall notify the Inspector at least 72 hours prior to the beginning of work. Any work performed without proper notification will be treated as unauthorized work and could result in nonpayment to the Contractor.

12. FIELD LOCATION BY INSPECTOR

All street light locations will be staked or otherwise located by the Inspector prior to installation of the pole foundation. Under no circumstances shall the Contractor install new pole foundations without location approval, either by the staking or as directed by Inspector. Field locations may need to be adjusted following underground utility location, as noted below.

13. UTILITIES

The following utilities have existing facilities within the site limits defined by the Contract:

Potomac Electric Power Company
Verizon Communications
Washington Gas Light Company
Comcast Cable Communications

For the above, the Contractor shall notify Miss Utility (1-800-257-7777) for inquiries on locations and coordination.

In addition, the following agencies, not served by Miss Utility, have facilities in the area:

City of Rockville Water, Sewer, Storm Drainage: (240) 314-8566
City of Rockville Traffic Signals: (240) 876-9132
Montgomery County DOT Traffic Signals: (240) 777-6000

14. **TREES**

Every effort has been made in the project design to prevent conflicts between streetlights and tree locations. Nevertheless, a few such conflicts may occur in the field. The Contractor shall report any potential conflicts between the proposed streetlights and existing trees to the Inspector, who will work with the City's Forester to resolve these conflicts.

Where tree roots are encountered and must be removed, the Contractor shall follow the practices outlined in the publication "Trenching and Tunneling Near Trees-Field Guide for Qualified Utility Workers", published by the National Arbor Day Foundation. Copies of this publication will be made available to the Contractor upon request.

15. **RESTORATION OF LANDSCAPING**

When it is necessary that sod be removed because of foundation or conduit work, it shall be removed and replaced in accordance with the Inspector's directions and the **SHA Standard Specifications**. The Contractor shall take care not to damage landscaping or sod with moving equipment, spoil piles, or other operations. The Contractor shall replace, at his own expense, any landscaping or grass areas damaged.

16. **RESTORATION OF TRAFFIC SIGNS**

Traffic signs that may be located on street light poles to be replaced shall be carefully removed and either stored or temporarily relocated as directed by the Inspector. Following installation of the new pole(s), the Contractor shall re-install each traffic sign at the height and orientation directed, incidental to the contract. Except as requested otherwise, traffic signs shall be attached to poles with stainless steel banding and offsets, using appropriate banding tools. Restoration of existing traffic signs shall be considered as part of pole replacement and included within the itemized unit price thereof.

17. **DISPOSAL**

All spoil, particularly that created from auguring for pole foundations, shall be removed from the site and disposed of in an acceptable manner and location.

18. **WARRANTY**

The Contractor shall make good any defect which may appear in workmanship, material and equipment within a period of twelve (12) months after completion of the contract. This warranty shall be in addition to and concurrent with manufacturer's warranties accompanying furnished equipment and materials.

The warranty period shall start at the date of acceptance by the City.

The manufacturer shall supply a written confirmation with the warranty terms and the contact information.

The warranty components or replacement shall be readily available within a normal lead time.

19. COMPLETION DATES AND ACCEPTANCE

The work described herein shall be completed within 120 calendar days. Acceptance of the work shall take place when final clean up of said locations has been performed and testing has been satisfactorily completed, or 90 days following the completion of the project, whichever occurs first.

Prior to final acceptance by the City, the contractor is responsible for removal, replacement and reinstallation of any damaged material at the contractor's cost, including but not limited to, grass, irrigation and erosion control.

DESCRIPTION OF PAY ITEMS

The following supplemental material contains descriptions of or conditions for specific bid items as numbered in the bid proposal sheet. Bid items with little or no supplemental material should be bid on the basis of the item description contained in the proposal sheet.

The City may make adjustments to the location and/or quantity of work items without modification to the unit price. Payment shall only be made for items of work actually completed and accepted by the City.

ITEM NO. 1. Maintenance of Traffic

A formal traffic control plan (TCP) will not be required. The Contractor's maintenance of traffic will conform with Section 814 of the SHA Specifications, and the applicable standards and guidelines of the MUTCD. For all locations, no more than one traffic lane may be closed. Lanes may only be closed between the hours of 9 AM and 3:00 PM weekdays. Work may continue outside these restricted hours, but no encroachment into the roadway shall be permitted.

For measurement and basis of payment, maintenance of traffic shall be combined with job mobilization and incidentals to form a lump sum bid item.

***ITEM NO. 2. Street Light Foundations**

This work shall consist of furnishing and installing concrete street light foundations of the design(s) shown in the Details, at locations as directed by the Inspector. The foundations shall include concrete reinforcing steel, ground rods and wires, conduit bends, anchor bolts (as furnished with poles), and miscellaneous hardware.

All materials for street light pole foundations, including concrete, reinforcing steel, anchor bolts and nuts, and conduit bends shall conform to Section 825.02 of the SHA Specifications.

Prefabricated screw-in foundations (galvanized steel, etc.) will not be accepted for this project.

Ground rods and ground wire are to be furnished with each foundation. The ground rod shall be a minimum eight (8) feet in length and consist of a five-eighth inch (5/8") diameter copper clad rod. A #6 AWG bare copper wire shall be used as a ground wire and in the ground connections.

Conduit bends (risers) shall comply with the requirements of "Electrical Conduit" in these specifications.

All miscellaneous hardware shall be made of noncorrosive material and compatible with the item being installed.

Foundations shall be constructed to the dimensions shown in the Details. The top of the

foundation shall be formed as shown in the details. Concrete shall be mixed, placed, tested, cured, and protected in accordance with the SHA Specifications.

Bolt circle data shall conform with the approved shop drawings of the pole fabricator. For uniformity's sake, the anchor bolt pattern for poles on new foundations should match that for poles of the same type to be installed on existing foundations. A suitable template for placing the anchor bolts shall be accurately set and left in place until concrete forms are removed.

The ground rod shall be imbedded in the foundation and shall protrude through the top of the foundation as shown on the plan. Ground wires shall run continuously from the ground rod to the foundation anchor bolts and shall be connected to the ground nut in the base of the pole.

Conduit bends shall be set in the foundation excavation before the concrete is poured. They shall be of the number and diameter as indicated on the plans/details, or as directed by the Inspector. Conduit bends shall extend six (6) inches beyond the side of the finished foundation, in the direction of and at the depth of the incoming conduit, but not less than twenty-four (24) inches deep. Conduit shall extend between three (3) and six (6) inches above the top of the finished foundation. All ends of conduit below grade shall be securely capped per the "Electrical Conduit" section of these specifications.

Grouting of the gap between the base plate and the foundation is not required for these projects.

Furnishing and installing street light pole foundations shall be measured by each foundation, constructed in place. The item shall include concrete, reinforcing steel, ground rods and ground wire, hardware, and grouting as specified herein, or as directed by the Inspector.

Furnishing and installing conduit bends and caps of the number and direction required (per Details) shall be included in the cost of each foundation.

ITEM NO. 3. Remove and Replace Luminaires

This work shall consist of removing the existing luminaires and furnishing and installing new high pressure sodium luminaires complete with lamp and photoelectric control, on City-owned lighting poles located on N. Washington Street, W. Montgomery Avenue, W. Middle Lane, Wood Lane and Beall Avenue as directed by the inspector.

The luminaires shall be a 100 watt HPS, decorative post top style light such as the Lincoln luminaire, by Spring City, or approved equal. The luminaires shall have a Federal green finish.

Removal and replacement of luminaires shall be measured and paid per unit of each type of equipment as described on the bid proposal form.

ITEM NO. 4. Painting Streetlight Poles – N. Washington, W. Montgomery, W. Middle, Wood, and Beall

Painting shall consist of the application of appropriate surface coatings to protect streetlight poles and bases from corrosion and to restore physical appearance. Poles might include several styles and materials (i.e., steel, cast iron, and fiberglass). At the Engineer's direction, the Contractor may be required to completely paint specified components, or to touch up scratches or other coating defects.

All paint shall be of a grade suitable for commercial and industrial uses. Paint type, formulation, and color shall be subject to the review and approval of the Engineer. Before beginning work, the Contractor shall submit color chip samples of the make and formulation of paint intended for use.

Colors for components having painted surfaces shall be as follows, unless otherwise directed by the Engineer:

<u>Paint Color</u>	<u>Federal Std. 595a #</u>
Federal Green	14036

Galvanized surfaces requiring repair or touch up shall be coated with a cold galvanizing compound acceptable to the Engineer.

Prior to the application of any paint or coating, the Contractor shall clean the surface of all dirt and grime, and remove all paint scale and rust by wire brush or equivalent method. All exposed metal surfaces shall be primed with an approved rust inhibitor coat, which shall dry for at least 24 hours before applying the final coat. All surfaces to be painted shall be absolutely dry and paint must not be applied when the air temperature is 32 degrees or less. Paint may be applied with mitts, by brush, or a combination of methods.

The Contractor shall paint all components in a neat and professional manner. All overspill and splatter shall be immediately cleaned up using appropriate equipment and solvents. The Contractor shall provide barriers, signs and other devices as necessary to protect pedestrians and vehicles until freshly painted surfaces are dry "to touch."

Re-alignment of the pole materials and bases shall be incidental to the painting pay item. Over time some portions of the poles, including the bases, have shifted and become misaligned, and need to be restored so they are orderly and straight in appearance. All hardware and labor involved in this restoration work shall be incidental to the painting pay item.

Poles painted shall be measured and paid per each.

ITEM NO. 5. Remove and Replace Colonial Luminaires – Various Locations

This work shall consist of removing the existing luminaires and furnishing and installing new high pressure sodium luminaires complete with lamp and photoelectric control, on City-owned lighting poles located in the Horizon Hill, Fallsmead, and at other locations in East Rockville as directed by the inspector.

The luminaires shall be a decorative post top style light such as TC 100 Town and Country Luminaire, by GE Lighting Systems, or approved equal.

Removal and replacement of luminaires shall be measured and paid per unit of each type of equipment as described on the bid proposal form.

ITEM NO. 6. Remove and Replace Contemporary Luminaires – Various Locations

This work shall consist of removing the existing luminaires and furnishing and installing new high pressure sodium luminaires complete with lamp and photoelectric control, on City-owned lighting poles located in the Potomac Springs neighborhood as directed by the inspector.

The luminaires shall be a decorative post top style light such as PM 17 Post Mount Luminaire, by GE Lighting Systems, or approved equal.

Removal and replacement of luminaires shall be measured and paid per unit of each type of equipment as described on the bid proposal form.

ITEM NO. 7. Remove and Replace 16-foot direct burial poles

This work shall consist of removal of the existing 16-foot direct burial streetlight poles, and furnishing and installing new 16-foot fiberglass direct burial streetlight pole, as directed by the inspector.

New streetlight poles shall meet the requirements of AASHTO, and shall be able to resist (at yield strength of the material without permanent deflection or destruction), test loads equivalent to the calculated wind loads developed by the velocity pressures of an 100 MPH wind with a 1.3 gust factor. A minimum safety factor of 1.82 on the yield strength shall be maintained.

The fiberglass direct burial streetlight pole shall be constructed by a winding filament process with color pigmented polyester resin impregnated into the filaments. The filament winding shall be continuously applied with uniform tension. The resin used will be color pigmented and shall be ultraviolet resistant. A highly weather resistant pigmented polyurethane coating shall be applied to the pole at a minimum thickness of 1.5 mils.

The height of the post, less tenon, shall be 16 feet. The post shall have 12' of exposed post above the ground and 4' of embedded post in the ground, as shown on drawing.

The decorative residential streetlight pole shall have a permanently bonded, hot-dipped galvanized steel or aluminum, 3 inch tenon.

The post shall have a handhole located approximately 12 inches above the ground line. The handhole shall have an opening of 5 inches high minimum and shall be 2 3/8 inches wide minimum. The handhole shall be secured with two tamper resistant stainless steel machine screws.

The post shall have (2) access holes located approximately 18 inches +/- below the ground line. The access holes for wiring shall be opposite each other and shall have rubber grommets

provided for each access hole. The access holes shall have an opening of 2 3/8 inches in diameter minimum.

The residential, round, tapered, direct burial fiberglass pole shall be of a gray color for the entire length of the pole. Submit color samples prior to ordering poles.

Removal and replacement of poles shall be measured and paid per unit of each.

***ITEM NO. 8 Painting Streetlight Poles – Residential Areas**

Painting shall consist of the application of appropriate surface coatings to protect streetlight poles from corrosion and to restore physical appearance. The streetlight poles include several styles and materials (i.e., aluminum and fiberglass). At the Engineer's direction, the Contractor may be required to completely paint specified streetlight poles, or to touch up scratches or other coating defects.

All paint shall be of a grade suitable for commercial and industrial uses. Paint type, formulation, and color shall be subject to the review and approval of the Engineer. Before beginning work, the Contractor shall submit color chip samples of the make and formulation of paint intended for use.

Colors for painted streetlight poles shall be directed by the Engineer.

Galvanized surfaces requiring repair or touch up shall be coated with a cold galvanizing compound acceptable to the Engineer.

Prior to the application of any paint or coating, the Contractor shall clean the surface of all dirt and grime, and remove all paint scale and rust by wire brush or equivalent method. All exposed metal surfaces shall be primed with an approved rust inhibitor coat, which shall dry for at least 24 hours before applying the final coat. All surfaces to be painted shall be absolutely dry and paint must not be applied when the air temperature is 32 degrees or less. Paint may be applied with mitts, by brush, or a combination of methods.

The Contractor shall paint all components in a neat and professional manner. All overspill and splatter shall be immediately cleaned up using appropriate equipment and solvents. The Contractor shall provide barriers, signs and other devices as necessary to protect pedestrians and vehicles until freshly painted surfaces are dry "to touch."

Poles painted shall be measured and paid per each.

CONTINGENT ITEMS

Items designated as contingent on the bid proposal form are marked with an asterisk (*). The items so marked are to be considered contingent items and the quantity may be increased or decreased, or any or all may be deleted in their entirety from the contract at the discretion of the City. Any increase or decrease in the quantity of these items, or their deletion will not be considered justifiable claim for compensation in addition to the contract unit bid price in the proposal. Unit pricing on contingent items shall be held firm through December 30, 2011.



**BID PROPOSAL FORM
CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BID 44-11
REPLACEMENT OF STREET LIGHT EQUIPMENT**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED IN DUPLICATE

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY TO COMPLETE REPLACEMENT AND CONVERSION OF STREET LIGHT EQUIPMENT.

BIDDERS MUST BID ALL ITEMS AND COMPLETE MRF/MODEL NUMBER OF ALL PRODUCTS OFFERED.

Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price
1	Maintenance of Traffic, Incidentals	LUMP SUM	LUMP SUM		
2*	Furnish and Install Street Light Foundation, per Special Provisions and Details	EA	2		
3	Remove existing luminaires and furnish and install 100 watt HPS, "Lincoln luminaire" from Spring City, or approved equal. Mfr/Model offered: _____	EA	51		
4	Paint decorative streetlight poles and bases	EA	51		
5	Remove existing luminaires and furnish and install 70 watt HPS, "TC 100 Town and Country Luminaire" by GE Lighting Systems, or approved equal. Mfr/Model offered: _____	EA	343		
6	Remove existing luminaires and furnish and install 70 watt HPS, "PM 17 Post Mount Luminaire" by GE Lighting Systems, or approved equal. Mfr/Model offered: _____	EA	34		
7	Remove existing poles and furnish and install new 16 foot direct burial fiberglass streetlight poles – gray	EA	40		
8*	Paint residential streetlight poles	EA	10		
GRAND TOTAL:					

(Grand Total in words)

NAME OF BIDDER _____

RETURN THESE FORMS IN DUPLICATE

UNIT PRICING

Unit prices quoted are to be held firm through December 31, 2011.

The City reserves the right to award additional quantities at the unit price quoted above.

The City reserves the right to increase or decrease the quantities listed above without affecting the unit prices.

WARRANTY INFORMATION

Provide manufacturer's warranty information with your proposal.

CONTRACT DURATION

Work shall begin within ten (10) days of issuance of Purchase Order and work shall be completed within 120 calendar days. Time is of the essence. Confirm your firm's ability to meet the above delivery schedule. _____ YES _____ NO

ADDENDA

Addenda will be posted on the City's website (www.rockvillemd.gov). Plan holders are responsible for checking the City's website periodically for all addenda.

Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid: # _____ or _____ none.

INSURANCE

The contractor will be required to submit a certificate of insurance (including endorsements and waivers) in accordance with Insurance Requirements Page. Confirm your firm's ability to submit the certificate of insurance, waiver of subrogation and endorsement documents as specified.

_____ YES

LIQUIDATED DAMAGES

Liquidated damages shall be assessed at Four Hundred Dollars (\$400) per day for each calendar day the work exceeds beyond the specified completion date or time allotted.

MANUFACTURE'S LITERATURE

If bidding other than the brand name indicated submit catalog descriptions and/or specifications of all proposed equipment. These shall clearly show the design, dimensions, quantity, manufacturer's warranty and other information needed for an understanding of the equipment offered. Any exceptions must be clearly document. If any proposed equipment fails, in the Contract Administrator's opinion, to meet the specifications, the bidder shall offer a satisfactory substitute at the bid unit prices.

SUB-CONTRACTING

Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit with their bids the following information:

1. A description of the items to be subcontracted.
2. The subcontractor's name, address, and telephone number. During the life of the contract, the Contractor shall provide the name, nature and extent of all subcontractors.
3. Confirmation of the sub-contractor's ability to meet the project schedule.
4. A minimum of three (3) references for each qualified subcontractor, together with a description of the proposed subcontract work.

THE BIDDER AFFIRMS AND DECLARES:

That the Bidder is of lawful age and that no other person, firm, corporation, or joint venture has any interest in this Bid or in the Contract proposed to be entered into.

That this Bid is made without any understanding, agreement or connection with any other person, firm, corporation, or joint venture making a Bid for the same purposes, and is in all respects fair and without collusion or fraud.

That the Bidder is not in arrears to the City of Rockville, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City of Rockville; and has not been delinquent or unfaithful in any former contract with the City of Rockville.

That no officer or employee OR PERSON WHOSE SALARY IS PAYABLE, IN WHOLE OR IN PART, BY THE City is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.

That the Bidder has carefully examined the site of the work, and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in all ways, affect the work or its performance.

The undersigned, as Bidder, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and furnish the required Performance Bond and Payment Bond and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to.

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

NAME OF BIDDER _____

RETURN THESE FORMS IN DUPLICATE

_____(SEAL)_____
Signature Date

Print Signature

WITNESS:_____
Signature

Print Signature

IF A PARTNERSHIP:
NAME OF PARTNERSHIP:_____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY:_____(SEAL)_____
Member Signature Date

Print Signature

TITLE:_____ WITNESS:_____
Signature

Print Signature

IF A CORPORATION:
NAME OF CORPORATION:_____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION:_____

BY:_____(SEAL)_____
Signature Date

Print Signature

TITLE:_____ WITNESS:_____
Secretary's Signature

Print Signature

REMITTANCE ADDRESS (if different than above)

Street and/or P.O. Box

City State Zip Code

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

EMERGENCY SERVICE (24hr.) PHONE: _____

EXCEPTIONS

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken. Do you claim an exception to any specification to this bid? _____

A F F I D A V I T

I hereby affirm that: I am the _____ and the duly authorized representative of the firm of _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. **I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.** Signature and Title _____

NAME OF BIDDER _____

RETURN THESE FORMS IN DUPLICATE

RESPONDENT'S QUESTIONNAIRE

In order to be considered for award the bidder must complete in its entirety and submit with the bid. The bidder must answer all questions. If additional space is required, attach continuation sheets and clearly indicate the question being answered. The City reserves the right to verify any information contained within this report and to request additional information or clarification. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the Contract or if the bidder fails to complete and submit the Contractor's Information Report in its entirety.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual____ Partnership____ Corporation____ Government____
Number of Employees: _____(company wide)
Number of Employees: _____(servicing location)

 Annual Sales Volume: _____(company wide)
 Annual Sales Volume: _____(servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.
4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.
5. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Rockville.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

REFERENCES

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of five (5). Furnish a representative list of five (5) projects involving work as specified herein, two of which shall be the last jobs completed.

1. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Contract Amount:_____ Name of your project supervisor:_____

Scheduled completion date:_____ Percent complete: _____

Percent of work by own forces:_____

Description:_____

2. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Contract Amount:_____ Name of your project supervisor:_____

Scheduled completion date:_____ Percent complete: _____

Percent of work by own forces:_____

Description:_____

3. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Contract Amount_____ Name of your project supervisor:_____

Scheduled completion date:_____ Percent complete: _____

Percent of work by own forces:_____

Description:_____

LIST THE LAST TWO CONTRACTS COMPLETED BY YOUR FIRM.

4. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Contract Amount _____ Name of your project supervisor: _____
Scheduled completion date: _____ Actual completion date: _____
Percent of work by own forces: _____
Description: _____

5. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Contract Amount _____ Name of your project supervisor: _____
Scheduled completion date: _____ Actual completion date: _____
Percent of work by own forces: _____
Description: _____

SAMPLE - DO NOT RETURN**CONTRACT
For Machinery, Supplies, and/or Services****STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE
AND SUPPLIER OR CONTRACTOR**

This Agreement, made this _____ day of _____, 20____, by and between

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A) _____

hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum of _____ dollars (\$_____)

ARTICLE 2. The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor Described in the specifications entitled _____

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Masonry Company.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A)_____ and
the COUNCIL have caused these presents to be signed and sealed.

For
Corporations.

Corporation:_____
*By: _____ (Seal)
*(Either president or vice-president. If other person is authorized,
authorization in form of corporate resolution must be attached.)*

Witness: _____
(Should be secretary or Asst. secretary.)

*Corporate seal must be impressed through name of person signing for corporation.

For individuals
or partnerships.

Name: _____ (Seal)
(Either owner or partner)

Witness: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By _____ (Seal)
City Manager

ATTEST:

City Clerk
Approved as to form and legality

City Attorney

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.



SAMPLE - DO NOT RETURN

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 _____ a (2) _____
 hereinafter called "Principal" and (3) _____
 of _____, State of _____ hereinafter called the "Surety", are held
 and firmly bound unto (4) The Mayor and Council of Rockville, Maryland, hereinafter called "Owner", in
 the penal sum of *(100% of Contract Amount)* _____ Dollars
 (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made,
 we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
 presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain
 contract with the Owner, dated the ____ day of _____, 20_____, a copy of which is hereto
 attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
 undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof,
 and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if
 he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save
 harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall
 reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any
 default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
 change, extension of time, alteration or addition to the terms of the contract or to the work to be performed
 thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond,
 and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of
 the contract or to the work or to the specifications.

CONTRACT PERFORMANCE BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IT WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the day of _____, 20____.

ATTEST:

Corporate Secretary or Asst. Secretary

(Print or Type Name and Title)

Principal

By _____ (Seal)
President or Vice President

(Print or Type Name and Title)

(Address)

ATTEST:

Witness as to Surety

(Print or Type Name and Title)

(Address)

Surety

By _____ (Seal)
Attorney-in-Fact

(Print or Type Name)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

- (2) Correct name of Contractor
- (3) A Corporation, a Partnership or an Individual
- (4) Name of Surety
- (5) Name of Owner
- (6) If Contract is Partnership, all partners should execute bond



SAMPLE - DO NOT RETURN

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 _____ a (2) _____
 hereinafter called "Principal" and (3) _____
 of _____, State of _____ hereinafter called the
 "Surety", are held and firmly bound unto (4) The Mayor and Council, of Rockville, Maryland, hereinafter called
 "Owner", in the penal sum of *(100% of Contract Amount)* _____
 Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be
 made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
 presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract
 with the Owner, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a
 part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and
 corporations furnishing materials for or performing labor in the prosecution of the work provided for in such
 contract, and any authorized extension or modification thereof, including all amounts due for materials,
 lubricants, oil, gasoline, coal, repairs on machinery, equipment and tools, consumed or used in connection with
 the construction of such work, and all insurance premiums on said work, and for all labor, performed in such
 work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force
 and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change,
 extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or
 the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby
 waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the
 work or to the specifications

CONTRACT PAYMENT BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of _____ 20__.

ATTEST:

Corporate Secretary or Asst. Secretary

(Print or Type Name and Title)

Principal
By _____ (Seal)
President or Vice President

(Print or Type Name and Title)

(Address)

ATTEST:

Witness as to Surety

(Print or Type Name and Title)

(Address)

Surety
By _____ (Seal)
Attorney-in-Fact

(Print or Type Name)

(Address)

- NOTE: Date of Bond must not be prior to date of Contract.
- (1) Correct name of Contractor
 - (2) A Corporation, a Partnership or an Individual
 - (3) Name of Surety
 - (4) Name of Owner
 - (5) If Contract is Partnership, all partners should execute bond

APPENDIX A

Montgomery County Noise Ordinance

Notice to Contractors

The Montgomery County Council recently enacted a comprehensive revision to the County **Noise Control Ordinance** (Chapter 31B, Montgomery County Code), including **changes** to the provisions concerning **noise** from **construction activities**.

GENERAL ORDINANCE STANDARDS

(Non-construction related)

Maximum allowable sound levels, measured at the nearest **receiving property** line, are **65 dBA** (A-weighted decibels) during **daytime hours** and **55 dBA** during **nighttime hours**, for residential receiving properties (**67 dBA** daytime and **62 dBA** nighttime for non-residential receiving property). **Mixed Use Zones** are considered **residential**.

- **"Daytime"** means from **7 a.m. to 9 p.m. weekdays** and **9 a.m. to 9 p.m. weekends** and **holidays**.
- **"Nighttime"** means from **9 p.m. to 7 a.m. weekdays** and **9 p.m. to 9 a.m. weekends** and **holidays**.
- **"Receiving Property"** means any property **where people live or work** and **where noise is heard**.

CONSTRUCTION EXEMPTION AND STANDARDS

"Construction" means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways. **Construction Noise** levels must be measured on a **receiving property**, but no closer than 50' from the noise source.

From **7 a.m. to 5 p.m. Weekdays**, **Construction Noise Levels** must not exceed:

- **75 dBA** without a **"Noise Suppression Plan"**.
- **85 dBA** with a **"Noise Suppression Plan"**.
- **"Noise Suppression Plan"** means a written plan to use the most effective noise suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.

At all **times other than 7 a.m. to 5 p.m. weekdays**, the general standards specified above must be met.

For example: Assuming a residential or mixed-use receiving property, construction noise levels from **5 p.m. to 9 p.m. weekdays** and from **9 a.m. to 9 p.m. weekends and holidays** must not exceed **65 dBA**. From 9 p.m. to 7 a.m. weekdays and 9 a.m. on weekends and holidays, the standard is **55 dBA** (this is unchanged from the previous ordinance).

Construction activities are also subject to the **"Noise Disturbance"** provisions of the Ordinance. Examples of Noise Disturbances are delivering materials or equipment, or loading or unloading in a residential area, or operating construction equipment with audible back-up warning devices during Nighttime Hours.

Summary - Construction Noise

Measured at nearest receiving property, but no closer than 50' from the noise source.

Weekdays (Monday - Friday), **7 a.m. to 5 p.m.**

Without Suppression Plan: **75 dBA**

With Suppression Plan: **85 dBA**

5 p.m. to 9 p.m. : **65 dBA**

9 p.m. to 7 a.m. : **55 dBA**

Saturday, Sunday, Holidays

9 a.m. to 9 p.m.: **65 dBA**

9 p.m. to 9 a.m.: **55 dBA**

In the majority of circumstances in the County, the Receiving Property will be considered residential. In cases where the nearest receiving properties are non-residential, the standards will be 67 dBA/Daytime and 62 dBA/Nighttime, except from 7 a.m. to 5 p.m. weekdays, when the higher construction exemption prevails.

While a **Noise Disturbance**, as defined by the Ordinance, could conceivably occur at any time, it is most likely to happen during the **Nighttime Hours**. The most common complaint involves back-up beepers, and can be avoided by employing lawful alternatives to audible devices.

The Department of Environmental Protection is currently developing Regulations for Noise Suppression Plans, as required by the revised Ordinance. In general, such plans will involve equipment selection and maintenance, scheduling and reasonable care in planning and conducting operations. Often, noise suppression measures can be fabricated on-site using materials at hand.

As a point of reference, two persons, speaking in normal tones of voice at a distance of three feet, will generate about 63 dBA between them. Therefore, normal, fully intelligible conversation would be possible at the receiving property line of a site generating 65 dBA or less. By comparison, for normal, intelligible speech at a distance of about ten feet between speakers, the background sound would have to be 55 dBA or less.

Most equipment manufacturers, and especially those who produce or market in Europe or Asia, will have detailed noise performance specifications for their products. Many also provide silencing packages, both design and retrofit.

Copies of the revised Ordinance will be mailed upon request. If there are any questions or comments, please do not hesitate to contact the [Office of Environmental Policy and Compliance](#) at 240-777-7770.

APPROVED BY _____

 Joseph C. Curo - Chief Engineer/Transportation

Decorative (Post-Top)

REVISION

